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19                   **UNITED STATES DISTRICT COURT**  
20                   **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

21 RALPH VILLALOBOS, an individual,  
22                   Plaintiff,  
23                   v.  
24 TWC ADMINISTRATION LLC, et al.,  
25                   Defendants.

26                   Case No. 2:15-cv-02808-R-PLAx  
27                   Hon. Manuel L. Real

28                   **STIPULATED PROTECTIVE  
ORDER REGARDING  
CONFIDENTIAL DISCOVERY  
MATERIAL**

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1        This matter came before the Court upon the parties' Stipulation Regarding  
2 Confidential Discovery Material (the "Stipulation"), governing the production and  
3 use of confidential information produced by any party to any other party during  
4 the course of this litigation, including any appeal of this action and any arbitration  
5 of the claims presented in this action. Having reviewed the Stipulation, and in  
6 accordance therewith, it is hereby **ORDERED AND ADJUDGED** as follows:

7        **I. DESIGNATION AND USE OF CONFIDENTIAL MATERIAL**

8           A. During the course of litigation, either party may seek to have  
9 Discovery Material classified as "confidential." Any party (the "designating  
10 party") may designate as confidential any Discovery Material if the party in good  
11 faith believes that it contains confidential personal or commercial information,  
12 specifically including, but not limited to, any non-public employee payroll data,  
13 commission plans, Plaintiff's health information, and/or Defendant's internal  
14 documents regarding its policies, procedures, practices, or strategies. Discovery  
15 Material that is so designated is referred to herein as "Confidential Material."

16          The designating party will mark each page of any document designated  
17 "Confidential" as such. The designation will be made to avoid obscuring or  
18 defacing any portion of the Discovery Material. Should any party, counsel for any  
19 party, or any person not a party to this action, who obtains access to any  
20 Confidential Material make copies of or from such material, the material will also  
21 be designated Confidential and all references in this Stipulated Protective Order  
22 will be deemed to apply to such copies. Deposition testimony based on designated  
23 Confidential Material will be identified as such either by a statement on the record  
24 at the deposition or by marking as "Confidential" documents or selected pages of  
25 documents containing such testimony.

26          If either party, through inadvertence, fails to designate Discovery Material  
27 as Confidential, but thereafter determines that such Discovery Material should

1 have been so designated, it will promptly provide written notice of the  
2 Confidential designation, and to the extent practicable, the Discovery Material will  
3 be treated as Confidential Material from the date of receipt of such notice.  
4 Likewise, if a party designates Discovery Material as Confidential and later  
5 determines that such Discovery Material should not have been so designated, it  
6 will promptly provide written notice of the removal of the designation along with  
7 a duplicate copy of the Discovery Material without the Confidential marking.

8       B. All Confidential Material and any portion thereof, including copies  
9 thereof, will be deemed confidential and will be for use in these proceedings only,  
10 including purposes related to the resolution of the claims asserted in the action,  
11 such as the mediation, negotiation, and/or voluntary arbitration of one or more of  
12 the asserted claims. Such Confidential Material shall not be used for any other  
13 purpose, including, without limitation, other commercial or business use or use in  
14 other litigation.

15       C. All Confidential Material and any portion thereof, including copies  
16 thereof, and any information derived therefrom will not be disclosed in any way to  
17 anyone other than: (a) the Court and Court personnel; (b) the Parties' counsel and  
18 their staff; (c) stenographic reporters; (d) the named parties; and the following,  
19 provided that they expressly agree to be bound by the terms of this Stipulated  
20 Protective Order by executing the form attached as Exhibit A (discussed below in  
21 Section II.): (1) any expert or consultant retained in connection with this action;  
22 (2) witnesses at, and in preparation for, depositions, trial, or hearings in this action,  
23 and (3) outside vendors who perform data entry or similar clerical functions.  
24 Confidential Material may not be disclosed to any other person or entity without  
25 the prior written consent of the designating party or order of the Court. Any  
26 disclosure should be only to the extent reasonably necessary for the effective  
27 prosecution and defense of the claims in this action and for no other purpose.

## **II. CONDITIONS OF DISCLOSURE**

A. As set forth in Section I.C. above, prior to the disclosure of Confidential Material or any information contained therein to the persons qualified to receive it but required to execute Exhibit A, counsel for the requesting party will secure and retain for the period described in Section VIII. of this Stipulated Protective Order, from each such person a signed copy of Exhibit A, which provides that he or she has read this Stipulated Protective Order, that he or she will not divulge any Confidential Material or any information contained therein except in the preparation, trial, or appeal of this action and in accordance with the terms and conditions of the Stipulated Protective Order, and that he or she will not use the material for any other purpose.

B. Confidential Material will be copied by only the Parties' counsel in this action or by personnel or outside vendors assisting such counsel and for only purposes permitted by this Stipulated Protective Order, and control and distribution of Confidential Material and copies thereof will be the responsibility of such counsel, who will maintain all written assurances executed by such persons as provided in Sections I.C. and II.A. for the period described in Section VIII. of this Stipulated Protective Order.

C. The restrictions set forth in this Stipulated Protective Order will not apply to: (a) information that was, is, or becomes public knowledge through its authorized release by a person or entity who rightfully obtained and possesses such information during the normal course of business, and not in violation of this Stipulated Protective Order; or (b) Defendant (or its affiliates), with respect to its own information or information received or created during the normal course of their own business. Whether information that becomes a matter of public record in any other manner may still be subject to protection as Confidential Material will be determined according to the standards and procedures set forth herein. The

1 owner of Confidential Material will be able to seek protection of that information  
2 in accordance with the provisions of this Stipulated Protective Order.

3 **III. PROTECTING CONFIDENTIAL INFORMATION AT**  
4 **DEPOSITIONS**

5 A. During a deposition, either Party may request that any person present  
6 at the deposition sign the attached Exhibit A with the exception of any deposition  
7 reporters, videographers, and any individuals listed in Sections I.C. (a)–(d).

8 B. To designate Confidential Material in testimony, the designating party  
9 will (a) make an oral statement to that effect on the record, or (b) notify the  
10 recipient in writing at any time up to thirty (30) days after receipt of the transcript.

11 C. If any Confidential Material is marked as an exhibit in a deposition,  
12 or its contents are disclosed, wholly or partially, in the course of the testimony at  
13 such deposition, counsel for the Parties will (a) advise the reporter that the  
14 exhibit(s) refer to Confidential Material or (b) notify the recipient in writing at any  
15 time up to thirty (30) days after receipt of the transcript. In either case, the exhibit  
16 itself, as well as the portions of the transcript containing such disclosure, will be  
17 marked Confidential and will be deemed Confidential Material. To this end, the  
18 reporter will not furnish copies thereof to anyone other than counsel of record for  
19 the Parties herein, and, if so requested by such counsel, the witness and the  
20 witness' counsel.

21 **IV. USE OF CONFIDENTIAL INFORMATION IN COURT FILINGS**

22 In accordance with Central District of California Civil Local Rule 79-5.1, if  
23 any papers to be filed with the Court contain information and/or documents that  
24 have been designated as “Confidential Material,” the proposed filing shall be  
25 accompanied by an application to file the papers or the portion thereof containing  
26 the designated information or documents (if such portion is segregable) under seal,  
27 and if appropriate, the application itself under seal; and the application shall be

1 directed to the judge to whom the papers are directed. For motions, the Parties  
2 shall publicly file a redacted version of the motion and supporting papers setting  
3 forth the basis under applicable law for sealing of the documents.

4 **V. CHALLENGING A CONFIDENTIAL DESIGNATION**

5 If at any time during this litigation a party disputes the designation of  
6 Discovery Material as Confidential, the objecting party will notify the designating  
7 party in writing of such dispute and request a conference for the parties to confer  
8 in a good faith effort to resolve the dispute. It shall be the responsibility of  
9 counsel for the objecting party to arrange for this conference. The objecting  
10 party's notice will identify the material in dispute and explain the basis for the  
11 objection. Counsel for the designating party shall confer with counsel for the  
12 objecting party within ten (10) calendar days after the objecting party serves a  
13 letter requesting such conference. If counsel are unable to settle their differences,  
14 they shall formulate a written stipulation ("Joint Stipulation") setting forth their  
15 respective positions on the confidentiality of the information at issue. The Joint  
16 Stipulation shall be filed and served with the notice of motion. The preparation of  
17 any joint stipulation shall be in accordance with Central District of California Civil  
18 Local Rule 37-2.2. Any hearings related to the dispute shall be set in accordance  
19 with Central District of California Civil Local Rule 37-3. After the Joint  
20 Stipulation is filed, each party may file a supplemental memorandum of law not  
21 later than fourteen (14) days prior to the hearing date. Unless otherwise ordered  
22 by the Court, a supplemental memorandum shall not exceed five (5) pages in  
23 length. No other separate memorandum of points and authorities shall be filed by  
24 either party in connection with the motion. Throughout the dispute resolution  
25 procedure in this paragraph, the designating party will have the burden of  
26 demonstrating that the material at issue is properly designated as Confidential  
27 Material under the terms of this Stipulated Protective Order. In the event of a  
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1 dispute over the confidentiality of particular material, the Parties will continue to  
2 treat the disputed Discovery Material as Confidential until the dispute is resolved.

3 **VI. NON-PARTY SUBPOENAS**

4 If any party receives a subpoena from any non-party to this Stipulated  
5 Protective Order seeking production or disclosure of Confidential Material, that  
6 party (the “subpoenaed party”) will give notice, as soon as practicable and in no  
7 event more than three (3) business days after receiving the subpoena and at least  
8 five (5) business days before providing materials responsive to the subpoena, to  
9 counsel for the designating party, which notice will enclose a copy of the  
10 subpoena, such that the designating party may assert its rights, if any, to non-  
11 disclosure. Nothing in this Order shall be construed as authorizing a party to  
12 disobey a lawful subpoena issued in another action.

13 **VII. NO RESTRICTIONS**

14 Nothing in this Stipulated Protective Order will: (a) restrict any party with  
15 respect to its own documents or information; (b) restrict any party’s rights with  
16 regard to discovery material that has not been designated as Confidential; (c)  
17 prejudice any party’s right to object to the production or disclosure of documents  
18 or other information that it considers not subject to discovery; (d) restrict the scope  
19 of discovery that can be sought by any party or deemed permissible by the Court;  
20 or (e) prejudice any party’s right to seek, either by agreement or by application to  
21 the Court, greater or lesser protection than that provided herein, or modification of  
22 the terms of this Stipulated Protective Order. Nothing in this Stipulated Protective  
23 Order will be deemed to be a limit on or waiver of the attorney-client privilege,  
24 work product doctrine, or any other relevant privilege. Nothing in this Stipulated  
25 Protective Order will be deemed an agreement by either party to produce certain  
26 types of documents and/or information.

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1           **VIII. RETURN OF CONFIDENTIAL MATERIALS**

2           Within sixty (60) calendar days after the conclusion of this action, including  
3 any appeals, any party may request the return or destruction of all materials  
4 designated as Confidential Material and the responding party shall have thirty (30)  
5 calendar days thereafter to comply with such request, including ensuring that any  
6 person to whom they provided copies of any Confidential Material complies with  
7 this obligation. Provided, however, that counsel for either Party may, upon written  
8 notice, retain one copy of documents produced exclusively for the purposes of  
9 complying with document retention policies and not to be used for any other  
10 purposes. At the end of that document retention period, counsel will provide  
11 written notice that this copy has been destroyed. This provision will not apply to  
12 court filings or file copies of pleadings, briefs or correspondence maintained by  
13 the Parties' respective counsel in the ordinary course of business.

14           **IX. BINDING EFFECT**

15           This Stipulated Protective Order will remain in full force and effect at all  
16 times during which any party to this Stipulated Protective Order, or any person  
17 having executed the attached Exhibit A, retains in his, her, or its possession,  
18 custody, or control any Confidential Material.

19           **X. ADDITIONAL PARTIES TO LAWSUIT**

20           If other parties are added to this action, no Confidential Material previously  
21 exchanged, produced, or used herein will be disclosed to such other parties or their  
22 counsel except upon their agreeing to be bound by the provisions of this Stipulated  
23 Protective Order. This provision does not prejudice any party's rights to otherwise  
24 object to the production or disclosure of Confidential or non-confidential  
25 documents or other information to a party added to this action.

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1           **XI. ADDITIONAL RIGHTS**

2           This Stipulated Protective Order is without prejudice to the right of any  
3 party to move the Court for an order for good cause shown for protection of  
4 Confidential Material sought by or produced through discovery, which protection  
5 is different from or in addition to that provided for in this Stipulated Protective  
6 Order, and such right is expressly reserved.

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8           **IT IS SO ORDERED.**

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10          Dated: November 20, 2015



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11           HON. MANUEL L. REAL  
12           United States District Judge

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1 EXHIBIT A  
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3 ACKNOWLEDGEMENT CONCERNING INFORMATION COVERED BY A  
4 PROTECTIVE ORDER ENTERED IN THE UNITED STATES DISTRICT  
5 COURT – CENTRAL DISTRICT OF CALIFORNIA

6 The undersigned hereby acknowledges that he/she has read the Stipulated  
7 Protective Order Regarding Confidential Discovery Material (“Stipulation” or  
8 “Stipulated Protective Order”) governing *Ralph Villalobos v. TWC Administration*  
9 *LLC*, Case No. 2:15-cv-02808-R-PLAx and understands its terms, agrees to be  
10 bound by each of those terms, and agrees to subject himself/herself personally to  
11 the jurisdiction of the United States District Court, Central District of California,  
12 for the purpose of enforcing its terms. Specifically, and without limitation upon  
13 such terms, the undersigned agrees not to use or disclose any Confidential  
14 Material made available to it/him/her other than in accordance with the terms and  
15 conditions of this Stipulated Protective Order.

16 Dated: \_\_\_\_\_, 20\_\_\_\_\_  
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18  
19 By: \_\_\_\_\_  
20 Signature  
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22 \_\_\_\_\_

23 Printed Name  
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